

## **INMATE TELEPHONE AGREEMENT Addendum Number 2**

This Addendum, entered into the 6 of December, 2005, between Davidson County Jail and the Sheriff of Davidson County of the one part, hereinafter "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement dated March 12, 1996 and Inmate Telephone.

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and County, parties to an existing Agreement, hereby agree to modify the Agreement as follows:

1. **3.1 TERM.** The initial term ending March 12, 2006 will be extended five (5) years, to and including March 12, 2011. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term.
2. **4.1 COMMISSIONS.** The commission payment shall be the following percentages of GROSS BILLABLE REVENUE: forty percent (40%) of the local collect calls, forty percent (40%) of intra-lata collect calls, forty percent (40%) of the inter-lata intra-state collect calls, and forty percent (40%) of the inter-lata inter-state collect calls. The new commission percentage will be effective upon the Sheriff signing this agreement.
3. **5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL**  
5.9 Pay Tel agrees to provide the Sheriff with "Hot Number Alert" upon the signing of this Agreement.

Commission chgd  
to 40 % across the  
board

DAVIDSON COUNTY JAIL:

By: David S. Grice (Seal)

By: David S. Grice (Printed)  
Authorized Agent for County

Attest: Major Dallas P. Martin

Date: December, 5, 2005

PAY TEL COMMUT

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Attest: Wanda Thompson

Date: 12/28/05

Account Representative: Phil Ellis